

BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2008-360-S

IN RE:)
Happy Rabbit, LP on Behalf of,)
Windridge Townhomes,)
)
Complainant,)
v.)
)
Alpine Utilities, Inc.,)
Respondent)
_____)

COMPLAINANT'S
THIRD SET OF
INTERROGATORIES

TO: Respondent Alpine Utilities, Inc., (hereinafter, "Respondent or Respondent Alpine").

Complainant, Happy Rabbit, LP on Behalf of Windridge Townhomes, (hereinafter, "Happy Rabbit"), through counsel, hereby requires the above-named Respondent to answer under oath the Interrogatories hereinafter set forth, within twenty (20) days after the service thereof in accordance with 26 S.C. Code Ann. 103-833.B (Supp. 2008) and other applicable Commission rules and regulations. This set of interrogatories shall be deemed continuing, and if complete answers to any of them are not presently available, and the information becomes available before trial, supplemental answers are required at such time as this information becomes available to Respondent.

INSTRUCTIONS

IT IS HEREIN REQUESTED:

1. That all information shall be provided to the undersigned in the format as requested.
2. That all responses to the below Interrogatories shall be labeled using the same numbers as used herein.
3. That if the requested information is found in other places or in other exhibits, reference not be made to those, but, instead, that the information be reproduced and placed in the responses to these Interrogatories in the appropriate sequence.
4. That any inquiries or communication relating to questions concerning clarifications of the data requested below be directed to the undersigned.
5. That all exhibits be reduced to an 8 1/2" x 11" format.
6. That each Interrogatory be reproduced at the beginning of the response thereto.

7. That Respondent provide the undersigned with responses to these Interrogatories as soon as possible but **not later than twenty (20) days from the date of service hereof.**

8. If the response to any Interrogatory is that the information requested is not currently available, state when the information requested will become available.

9. These Interrogatories shall be deemed continuing so as to require Respondent to supplement or amend their responses as any additional information becomes available up to and through the date of trial.

10. If a privilege not to answer an Interrogatory is claimed, identify each matter as to which the privilege is claimed, the nature of the privilege, and the legal and factual basis for each such claim.

11. If a refusal to answer an Interrogatory is based on the grounds that same would be unduly burdensome, identify the number and nature of documents needed to be searched, the location of the documents, and the number of hours and costs required to conduct the search.

12. Answer each Interrogatory on the basis of the entire knowledge of Respondent, including information in the possession of Respondent or its consultants, representatives, agents, experts, and attorneys, if any.

13. If any Interrogatory cannot be answered in full, answer to the extent possible and specify the reasons for Respondent's inability to answer.

DEFINITIONS

As used herein, the following terms shall have the meaning and be interpreted as set forth below:

1. "You" or "your" shall refer to Respondent, its successors, assigns, representatives, partners, agents, consultants, experts, and attorneys, if any.

2. Respondent shall refer to Alpine Utilities, Inc. and includes its business divisions, operating divisions, assigns, representatives, partners, agents, consultants, experts, and attorneys, if any.

3. The conjunctions "and" and "or" shall be interpreted in each and every instance as meaning "and/or" and shall in neither instance be interpreted disjunctively to exclude any document or information otherwise within the scope of any description or request made herein.

4. "Document" shall mean all originals of any nature whatsoever, identical copies and all non-identical copies thereof, pertaining to any medium upon which intelligence or information is recorded in your possession, custody or control, or other tangible objects regardless of where located; including, without limiting the generality of foregoing, punch cards, print-out sheets, movie film, slides, photographs, records, microfilm, notes, letters, memoranda, ledgers, worksheets, books, magazines, notebooks, diaries, calendars, appointment book

registers, charts, cable, papers, agreements, contracts, purchase orders, acknowledgements, invoices, authorizations, budgets, analyses, projections, transcripts, minutes of meeting of any kind, correspondence, telegrams, drafts, data processing disks or tapes, or computer-produced interpretations thereof, instructions, announcements, schedules, and price list. In all cases where originals and/or non-identical copies are not available, "document" also means identical copies of original documents and copies of non-identical copies.

5. "Identify" or "identity" used with reference to an individual means to state his or her full name, present or last known address, present or last known position and business affiliation, and employer, title, and position at the same time in question.

6. "Identify" used with reference to a writing means to describe, state the date, author, type of document (e.g. letter, memorandum, telegram, chart, note, application, etc.) or other means of identification, and its present location or custodian. If any such document is no longer in Respondent's possession or subject to their control, state what disposition was made of it.

7. All references to the singular contained herein shall be deemed to include the appropriate plural number and all references to the plural shall be deemed to include the singular. All references to the masculine gender contained herein shall be deemed to include the appropriate feminine and neuter genders.

INTERROGATORIES

3.1 Identify the basis for the statement in Robin Dial's Direct Testimony on page four, lines nineteen through twenty-one that, "TFB Construction and its successors and assigns, including Mrs. Carolyn L. Cook and Happy Rabbit, have made monthly payments in accordance with the agreement." Specifically, what agreement shows Carolyn L. Cook and Happy Rabbit as successors and assigns of TFB Construction?

3.2 Identify the basis for the statement in Robin Dial's Direct Testimony on page five, lines fifteen through seventeen that, "The subsequent owners of Windridge Townhomes who are the successors to the Agreement- namely Windridge Limited Partnership, Mrs. Cook and Happy Rabbit..." Specifically, what agreement shows Mrs. Cook and Happy Rabbit as successors to the Agreement?

3.3 Identify the basis for the statement in Robin Dial's Direct Testimony on page six, lines one through two that, "First, Happy Rabbit is the successor and assign of the original agreement...". Specifically, what document shows that Happy Rabbit is the successor and assign of the original agreement?

3.4 Identify the basis for the statement in Robin Dial's Direct Testimony on page eight, lines two through three that, "...That Agreement has been assigned to Happy Rabbit" Specifically, please state what, "assignment document" shows that the agreement has been assigned to Happy Rabbit?

3.5 Identify the basis for the statement in Robin Dial's Direct Testimony on page eight, lines sixteen through twenty that, "Happy Rabbit purchased Windridge Townhomes subject to the original agreement between the original developer and owner of the duplexes. Therein, the owner of Windridge Townhomes agreed to be responsible for sewer service to the entire property. Therefore, because the owner 'otherwise agreed in writing,'..." Specifically, what document shows that Happy Rabbit purchased Windridge Townhomes subject to the original agreement and what agreement shows that the owner [Happy Rabbit] otherwise agreed in writing?

3.6 Identify the basis for the statement in Robin Dial's Direct Testimony on page fourteen, lines eighteen through twenty-one that, "Happy Rabbit, as a successor and assign of previous owners of Windridge Townhomes, is subject to a written agreement whereby it is contractually responsible for all sewer charges to the development." Specifically, what agreement shows Happy Rabbit as a successor and assign of previous owners of Windridge Townhomes and what document shows Happy Rabbit is contractually responsible for all sewer charges to the development?

3.7 Identify the basis for the statement in Robin Dial's Surrebuttal Testimony on page two, lines eleven through thirteen that, "...it is manifestly clear that first Mrs. Cook, and then Happy Rabbit, as subsequent owners of Windridge Townhomes, are successors and assigns of Alpine's agreement with TFB Construction..." What agreement shows Happy Rabbit as a successor or assign of Alpine's agreement with TFB Construction?

3.8 Please identify the names of the signatories to the, "assignment document" referenced in Robin Dial's Direct Testimony on pages four, five, six, eight and fourteen.

3.9 Please identify the date of execution of the, "assignment document" referenced in Robin Dial's Direct Testimony on pages four, five, six, eight and fourteen and Exhibit "4" thereto.

3.10 Please identify the date of recordation and filing and place of filing, of the, "assignment document" referenced in Robin Dial's Direct Testimony on pages four, five, six, eight and fourteen.

3.11 Please identify the date of recordation and filing and place of filing, of the, "agreement" attached to Robin Dial's Direct Testimony as exhibit four thereto.

Respectfully Submitted,
AUSTIN & ROGERS, PA

/s/

Richard L. Whitt
508 Hampton Street, Suite 300
Columbia, South Carolina 29201
(803) 256-7442
Attorney for Complainant

Columbia, South Carolina
RLW/jjy
March 23, 2009

BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2008-360-S

IN RE:

Happy Rabbit, LP on Behalf of,)
Windridge Townhomes,)
)
Complainant,)
v.)
)
Alpine Utilities, Inc.,)
Respondent)
_____)

CERTIFICATE OF SERVICE

I, Jessica Yun, an employee of Austin & Rogers, P.A., certify that I mailed a copy of Happy Rabbit's Third Set of Interrogatories in the above referenced matter as indicated below, via U.S. Mails as addressed below, with proper postage affixed thereto, or e-mail on March 23, 2009.

Attorney Benjamin P. Mustian
P.O. Box 8416
Columbia S.C., 29202-8416
Via U.S. Mail

Nanette S. Edwards, Esquire
Via e-mail

Austin & Rogers, P.A.

/S/
Jessica Yun

Columbia, South Carolina
March 23, 2009